

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**



**COURT EXECUTIVE OFFICE  
172 West Third Street, 2<sup>nd</sup> floor  
San Bernardino, CA 92415**

**RFP No. 04-7  
REQUEST FOR PROPOSAL**

**DRUG COURT PROGRAM SERVICES  
FOR JOSHUA TREE COURT**

**SUBMIT PROPOSAL BY:  
December 12, 2003 at 2:00 p.m. (*Pacific Time*)**

**DELIVER TO:  
Court Executive Office  
Steve Records, Purchasing Manager  
172 West Third Street, 2<sup>nd</sup> floor  
San Bernardino, California 92415**

*No late proposal will be accepted*

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**Background**

The San Bernardino County is the largest county in the United States covering a geography area of 20,106 square miles. The San Bernardino Court Executive Office supports 12 court districts within the County and other divisions.

The Court is seeking a qualified contractor to provide Drug Court Services for the Joshua Tree Court. The Drug Court Program is an ongoing grant program funded annually from 2004 to 2007. Grant appropriations funded for this program shall not exceed \$475,615.00 total.

**Selection Process**

An Evaluation Team will evaluate the proposals that are in substantial conformance with the requirements as described in this document. The purpose of the evaluation is to determine which proposal best demonstrates the skill, expertise, experience and ability to meet the requirements. The final selection will be based on the most responsive and responsible company that demonstrates the ability to provide the highest quality service at a reasonable cost and at lowest risk to the Court.

The Court may select one or more companies with which to negotiate. Upon selection, the Court will negotiate a best and final contract for services, subject to final approval by the Court's Executive Committee. Bidders not selected will be notified of the selection outcome.

## **INSTRUCTIONS**

### **1. DEFINITIONS**

- 1.1 “COURT” shall mean the San Bernardino County Superior Court.
- 1.2 “OFFEROR” shall mean any person, firm, partnership, provider or corporation submitting a proposal to the Court in response to this solicitation.
- 1.3 “CONTRACTOR” shall mean the offeror or provider whose proposal is accepted by the Court and who has entered into an agreement with the Court to provide the services described herein.
- 1.4 “VENDOR” shall mean the same as contractor or provider.
- 1.5 The pronouns, “he” and “she” or other gender identifiers, as used in these terms and conditions shall be treated as equivalent terms.
- 1.6 “CONSULTANT” shall mean the same as “OFFEROR” or “CONTRACTOR.”

### **Proposals Requirements**

The Court may accept or reject all or part of any proposals in response to this request, and may waive any immaterial defects in a bid. The Court’s waiver of any immaterial defects shall in no way modify the Proposal requirement or relieve the bidder from full compliance with the requirement if awarded the contract

### **Limitations:**

- The Court reserves the right to reject any proposal at any time with no penalty.
- Offeror will not be reimbursed for any costs associated with the preparation and submission of responses to this RFP.
- The Court is under no obligation to award this project to the proposal that represents the lowest cost. Selection of a proposal will be based on the evaluation criteria set forth.
- No contract will be implied by the selection of a Offeror’s proposal. The selection of a Offeror is only for the purpose of initiating negotiations for accomplishing the proposed work. No contract will exist until both the bidder and the Court have reached an agreement and signed a formal contractual document.
- All proposals, inquiries, literature and other written materials associated with a response to the RFP become the property of the Court when received.

## **INSTRUCTIONS**

### **Submission of Proposal:**

- RFP's must be received no later than **2:00 p.m. PST, December 12, 2003**. The Court reserves the right to reject or include proposals received after the deadlines established above. **Proposals sent via fax or e-mail will not be accepted**
- **Pre bid conference scheduled November 12, 2003 at 2:00 p.m. This is mandatory to consider your proposal.**

**Location:**      **Court Executive Office**  
**172 West Third Street, 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92415**

*Failure to follow these instructions may be considered an unresponsive Proposal and may result in immediate elimination from further consideration.*

Proposals must be submitted in a sealed envelope and clearly marked on the outside of envelope lower left-hand corner with: ***RFP number, due date and project title.*** **No late RFP's will be accepted. It is the responsibility of Bidder to assure their RFP is received at the location indicated. Addendums may be posted on Court website. It is the responsibility of Bidder to verify addendums prior to submitting their proposals.** Return the Court's Request for Proposal document in its complete form with your original proposal.

### **Contact Information**

All inquiries or questions regarding the RFP process shall be submitted in writing to:

**Court Purchasing Manager, Steve Records**  
**172 West Third St., Second Floor**  
**San Bernardino, CA 92415-0302**  
**FAX: (909) 387-9100**  
**E-Mail: [srecords@courts.sbcounty.gov](mailto:srecords@courts.sbcounty.gov)**

Inquiries on requirements of the Drug Court provider services to be submitted in writing to:

**Drug Court Administrator, Deborah Cima**  
**351 North Arrowhead Ave. 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92415**  
**Ph. # 909-387-4730**

### **IMPROPER CONDUCT**

Only individuals designated as authorized to respond to questions related to this RFP shall be contacted. Any bidder attempting to contact Court employees other than persons identified or during the pending award may be disqualified. No other Court official or employee is empowered to speak for the Court with respect to this project.

Any bidder that engages in offering bribery or gratuities to Court employees for the purpose of influencing the RFP outcome or award will disqualify.

### **PROTEST & APPEAL**

Only bidders may appeal the recommended award. Any appeal must be in writing, containing the RFP number, and be submitted prior. Protests based on upon specifications or improprieties must be filed at least five (5) calendar days prior to proposal closing date. Protest based upon award must be filed within three (3) calendar days of contract award.

- The Court failed to follow the selection procedures and adhere to the requirements specified in the Bid/RFP or any amendments or addenda.
- There has been a violation of conflict of interest as provided by California Government Code Section 87100 and there has been a violation of a State or Federal law.

***Appeals will not be accepted on any other grounds***

**PROJECTED CALENDAR EVENT**

**Dates may be subject to change**

<b>Pre Bid Conference</b>	<b>November 12, 2003</b>
<b>RFP Due date</b>	<b>December 12, 2003</b>
<b>Committee Approval</b>	<b>December 16, 2003</b>
<b>Announcement of Award</b>	<b>December 18, 2003</b>
<b>Contract Execution</b>	<b>December 19, 2003</b>
<b>Estimated Project Start Date</b>	<b>January 2, 2004</b>

## **PROPOSAL FORMAT**

All proposals must be submitted in the following format with each section in your proposal titled and numbered as indicated:

### **Document Format**

Proposal must be submitted on standard 8 ½" x 11" white bond paper and double-spaced. Each copy must be stapled or fastened. Each section of Proposal must be labeled identifying section title outlined in RFP. Submit one (1) original and two (2) copies.

1. Cover Letter
2. Statement of Certification
3. Proposed Drug Court Program Requirements: Section 1 - 3
4. Letter of Support-H
5. Cost Sheet – Attachment A

### **1. Cover Letter**

Proposal must be accompanied by a cover letter on company letterhead signed by authorized officer or agent of organization submitting the proposal stating:

- Proposal submitted in response to the Joshua Tree Drug Court RFP
- Name and titles of persons authorized to negotiate with the Court
- Statement certifying that signatory under penalty of perjury is an agent authorized to submit proposals on behalf of the organization.

### **2. Statement of Certification** – Should include the following with your proposal

- A concise statement of the services proposed.
- A statement that the offer made in the proposal is firm and binding for 90 days from the date the proposal is opened and recorded.
- A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.
- A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, a falsity of which shall entitle the Court to pursue any remedy by law.
- A statement that the Vendor agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.
- A statement that the Vendor agrees to provide the Court with any other information that the Court determines is necessary for any accurate determination of the Vendor's ability to perform services as proposed.
- A statement that the Vendor, if selected, will comply with all applicable rules, laws and regulations.



## **Section 1**

### **Statement of Work**

Contractor to provide an on-going stable and secure treatment environment for individuals participating in the Drug Court Program. Services includes but not limited to: Individual and group therapy, relapse education/prevention and family education groups, drug testing and statistical data.

### **A. Treatment/Recovery Service Site Location**

1. Identify the site where the proposed nonresidential treatment/recovery services for the drug court program will be provided, including address.
2. Describe the proximity of the treatment site to the drug court in miles; describe its accessibility for defendants, such as distance from the drug court, access to public transportation, and compliance with disabled persons' accessibility provisions and nondiscriminatory requirements within the applicable federal laws.
3. Describe the facility's appropriateness and suitability for the types of treatment and recovery services that will be conducted, such as private individual meeting space, group meeting space, and private areas for urine analysis.
4. Describe a plan for assisting defendants to access the proposed nonresidential treatment/recovery service site using public and /private transportation.

### **B. Description of Drug Court Nonresidential Treatment Program Procedures and Staffing**

1. Describe the proposed drug court treatment services and referral process. Include a description of the staffing that will provide the program.
2. Describe how the drug court treatment program will implement each of the ten key components of the drug court.
3. Describe the qualifications of the staff who would be conducting the proposed program. Include position specifications, resumes, and other supporting documents as attachments for each position, including administrative, supervisory, and direct service positions.

## Section 2

### C. Vendor Expertise with Nonresidential Alcohol and Drug Services

The Vendor must demonstrate expertise in providing nonresidential treatment and recovery services. The Vendor should describe in detail prior experience serving non-violent drug offenders including pregnant and parenting women, consistent with Attachments A and B. Include evidence of program, effectiveness such as recidivism data after completion of program, and other follow-up studies, if such data is available.

### D. Vendor Expertise with Criminal Justice Agencies

1. The Vendor should demonstrate prior experience in working cooperatively and collaboratively with criminal justice agencies in treating drug offenders or demonstrate commensurate experience based upon prior service agency involvement with these types of agencies. Describe the Vendor's expertise in working cooperatively with law enforcement, courts, probation, and other criminal justice agencies in the treatment of offenders. Include evidence of past and present relationships with these agencies, such as letters of agreement and letters of support as attachments.
2. Describe plans for establishing and maintaining linkages with other service systems and Vendors (e.g., mental health, health care, criminal justice, children and family services) to ensure access and delivery of multi-disciplinary services and an array of services to address the multiple needs of defendants in establishing and maintaining a productive, drug-free lifestyle. Include letters of support and letters of agreement as attachments. OADP will monitor and evaluate the progress and quality of care provided to individual clients through Quality Assurance (QA) process.

### E. Nonresidential Treatment Recovery Services

The Vendor must describe a capacity to accommodate up to **60 participants** each year in the Joshua Tree Court with a minimum of 70% graduation rate. The Vendor is expected to provide clearly stated, measurable program objectives and service activities as they relate to the numbers of defendants served. The Vendor should use performance indicators that will describe in measurable terms what the Vendor hopes to accomplish if funded.

### **Section 3**

#### **F. Program Evaluation Plan**

Describe plans for evaluating the accomplishments of proposed program objective and the effectiveness of program services. The drug court treatment vendors will be required to use the licensed software Client Tracking System Phases, chart client activities and progress, and document the impact of the program on individual clients.

#### **G. Evidence of Cultural Competency**

Cultural competency is defined as a set of congruent practice skills, behaviors, attitudes and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency or those professionals and consumer providers to work effectively in cross-cultural situations. (Adapted from Cross et al, 1998)

Describe experience in developing/implementing culturally competent programs and how the vendor can assist drug court program in providing services that are culturally and linguistically appropriate for the defendant's culture, gender and sexual orientation.

Describe the demographics of the community to be served and unique cultural and linguistic needs of the residents.

#### **H. Letter of Support**

Obtained letters from individuals or business in the community addressed to the Court

- Current relationship and history with the applicant (contractor)
- Describe briefly strengths and weaknesses of contractor in relation to services
- What level of support, if any you will be able to offer the applicant

## **General Terms and Conditions**

### **Contract**

The selected provider will be required to execute the Courts contract agreement document and provide all proof of insurance prior to any commencement of services.

### **Insurance Requirements**

- Respondents are required to provide evidence of the following insurance coverage:
  - Commercial general liability insurance written on an occurrence basis covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence and in the aggregate. This insurance shall include but is not limited to premises and operations, independent contractor's liability, contractual liability and personal injury liability.
  - Automobile liability insurance covering bodily injury and property damage in an amount not less than \$300,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, leased, hired and non-owned vehicles. Each comprehensive general liability and automobile liability insurance policy shall be endorsed with specific language naming the Court as an additional insured.
  - Workers Compensation Insurance with statutory limits as required by the Labor Code of the State of California.
  - Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than \$1,000,000.

### **Indemnification**

The Contractor agrees to fully indemnify and defend the Court against any and all loss, damage, liability, claim, demand, suit or cause of action resulting from injury or harm to any person or property arising out of or in any way connected with the performance of work under this contract, excepting only such injury or harm as may be caused solely and exclusively by the fault or negligence of the Court.

This indemnification obligation shall not be limited in any way by any vendor or any agent of the vendor under the Workers' Compensation Act, disability benefit acts or other employee benefits acts.

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the Court. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which the Court employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

### **Independent Contractor**

The Contractor is, for all purposes arising out of this contract, an independent Contractor and shall not be deemed an employee of the Court. It is expressly understood and agreed that the Contractor shall in no event, as a result of this contract, be entitled to any benefits to which the Court employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits.

## Attachment A

## JOSHUA TREE DRUG COURT 2003 IMPLEMENTATION GRANT

Item	Computation	Year One		Year Two		Year Three	
		Project Total		Project Total		Project Total	
<b>A. Personnel Salaries</b>		\$		\$		\$	
<b>B. Fringe Benefits</b>							
<b>Sub-Total B</b>		\$		\$		\$	
<b>C. Travel</b>							
<b>Sub-Total C</b>		\$		\$		\$	
<b>D. Equipment -</b>							
<b>E. Supplies</b>							
Treatment Provider Office							
Printing and Advertising							
Urine Analysis Test Supplies							
<b>Sub-Total E</b>		\$		\$		\$	
<b>F. Construction - None</b>		\$		\$		\$	
<b>G.Consult/Cont/Salaries</b>							
Tx Physician Consultant							
<b>Sub-Total G</b>		\$		\$		\$	
<b>G. Consult/Cont/Benefits</b>							
Tx Physician Consultant		\$		\$		\$	
<b>Sub-Total G</b>							

<b>H. Other Costs</b>							
		<b>Year One Project Total</b>		<b>Year Two Project Total</b>		<b>Year Three Project Total</b>	
Tx Clinic Lease							
Building Repair/ Maintenance							
Telephones							
Utilities							
Insurance							
Other Business Services							
Staff Training							
Accounting/Administration							
<b>Sub-Total H</b>		<b>\$</b>		<b>\$</b>		<b>\$</b>	
<b>Grand Total Project Costs</b>		<b>\$</b>		<b>\$</b>		<b>\$</b>	

**Payment**

The contractor shall be paid monthly for services provided under this contract. Statements submitted shall reflect actual cost rendered. Total monthly cost shall not exceed each funding year.